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|---|--|---|--|---|--|--------------------------------------|--|
| <b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>   |  |   |  | 1. CONTRACT ID CODE<br><b>J</b>   |  | PAGE OF PAGES<br><b>1</b>   <b>3</b> |  |
| 2. AMENDMENT/MODIFICATION NO.<br><b>0001</b>  |  | 3. EFFECTIVE DATE<br><b>04-Sep-2003</b> |  | 4. REQUISITION/PURCHASE REQ. NO.<br><b>W22W9K-3175-5788</b>   |  | 5. PROJECT NO.(If applicable)        |  |
| 6. ISSUED BY<br>USA ENGINEER DISTRICT, LOUISVILLE<br>ATTN: CELRL-CT<br>600 DR. MARTIN LUTHER KING PLACE<br>ROOM 821<br>LOUISVILLE KY 40202  |  | CODE<br><b>DACW27</b>                   |  | 7. ADMINISTERED BY (If other than item 6)<br>CIVIL/OPS/ENVIRONMENTAL TEAM<br>600 DR. M. L. KING, JR. PL., RM 821<br>ATTN: JANET S. CRUM<br>LOUISVILLE KY 40202-2230 |  | CODE<br><b>DACW27</b>                |  |
| 8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)   |  |   |  | <input checked="" type="checkbox"/> 9A. AMENDMENT OF SOLICITATION NO.<br><b>DACW27-03-T-0074</b>  |  |                                      |  |
|   |  |   |  | <input checked="" type="checkbox"/> 9B. DATED (SEE ITEM 11)<br><b>03-Sep-2003</b>   |  |                                      |  |
|   |  |   |  | 10A. MOD. OF CONTRACT/ORDER NO.   |  |                                      |  |
|   |  |   |  | 10B. DATED (SEE ITEM 13)  |  |                                      |  |
| CODE  |  | FACILITY CODE                           |  |   |  |                                      |  |
| 11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS   |  |   |  |   |  |                                      |  |
| <input checked="" type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input checked="" type="checkbox"/> is not extended.<br>Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods:<br>(a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted;<br>or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE<br>RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN<br>REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter,<br>provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified. |  |   |  |   |  |                                      |  |
| 12. ACCOUNTING AND APPROPRIATION DATA (If required)   |  |   |  |   |  |                                      |  |
| 13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS.<br>IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.   |  |   |  |   |  |                                      |  |
| A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.  |  |   |  |   |  |                                      |  |
| B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).   |  |   |  |   |  |                                      |  |
| C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:  |  |   |  |   |  |                                      |  |
| D. OTHER (Specify type of modification and authority)   |  |   |  |   |  |                                      |  |
| E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.   |  |   |  |   |  |                                      |  |
| 14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)<br><b>Request for Quote DACW27-03-T-0074 is hereby amended as follows:</b><br><br>1. The following FAR Clauses are hereby incorporated into this Request for Quote:<br>52.225-1 Buy American Act - Balance of Payments Program - Supplies (Dec 1996)<br>52.225-2 Buy American Act - Balance of Payments Program Certificate (June 2003)<br>52.222-20 Walsh-Healey Public Contracts Act (June 2003)<br><br>2. The due date remains unchanged.  |  |   |  |   |  |                                      |  |
| Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.  |  |   |  |   |  |                                      |  |
| 15A. NAME AND TITLE OF SIGNER (Type or print)   |  |   |  | 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)  |  |                                      |  |
|   |  |   |  | TEL: _____ EMAIL: _____   |  |                                      |  |
| 15B. CONTRACTOR/OFFEROR   |  | 15C. DATE SIGNED                        |  | 16B. UNITED STATES OF AMERICA   |  | 16C. DATE SIGNED                     |  |
| _____<br>(Signature of person authorized to sign)   |  |   |  | BY _____<br>(Signature of Contracting Officer)  |  | <b>04-Sep-2003</b>                   |  |

## SECTION SF 30 BLOCK 14 CONTINUATION PAGE

**SUMMARY OF CHANGES**

## SECTION SF 30 - BLOCK 14 CONTINUATION PAGE

The following have been added by full text:

## 52.222-20 WALSH-HEALEY PUBLIC CONTRACTS ACT (DEC 1996)

If this contract is for the manufacture or furnishing of materials, supplies, articles or equipment in an amount that exceeds or may exceed \$10,000, and is subject to the Walsh-Healey Public Contracts Act, as amended (41 U.S.C. 35-45), the following terms and conditions apply:

(a) All stipulations required by the Act and regulations issued by the Secretary of Labor (41 CFR Chapter 50) are incorporated by reference. These stipulations are subject to all applicable rulings and interpretations of the Secretary of Labor that are now, or may hereafter, be in effect.

(b) All employees whose work relates to this contract shall be paid not less than the minimum wage prescribed by regulations issued by the Secretary of Labor (41 CFR 50-202.2). Learners, student learners, apprentices, and handicapped workers may be employed at less than the prescribed minimum wage (see 41 CFR 50-202.3) to the same extent that such employment is permitted under Section 14 of the Fair Labor Standards Act (41 U.S.C. 40).

(End of clause)

## 52.225-1 BUY AMERICAN ACT--BALANCE OF PAYMENTS PROGRAM--SUPPLIES (JUN 2003)

(a) Definitions. As used in this clause--

Component means an article, material, or supply incorporated into an end product.

Cost of components means--

(1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the end product (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or

(2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the end product.

Domestic end product means--

(1) An unmanufactured end product mined or produced in the United States; or

(2) An end product manufactured in the United States, if the cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind as those that the agency determines are not mined, produced, or manufactured in sufficient and reasonably available commercial quantities of a satisfactory quality are treated as domestic. Scrap generated, collected, and prepared for processing in the United States is considered domestic.

End product means those articles, materials, or supplies to be acquired under the contract for public use.

Foreign end product means an end product other than a domestic end product.

United States means the 50 States, the District of Columbia and outlying areas.

(b) The Buy American Act (41 U.S.C. 10a-10d) provides a preference for domestic end products for supplies acquired for use in the United States.

(c) Offerors may obtain from the Contracting Officer a list of foreign articles that the Contracting Officer will treat as domestic for this contract.

(d) The Contractor shall deliver only domestic end products except to the extent that it specified delivery of foreign end products in the provision of the solicitation entitled "Buy American Act Certificate."

(End of clause)

#### 52.225-2 BUY AMERICAN ACT CERTIFICATE (JUN 2003)

(a) The offeror certifies that each end product, except those listed in paragraph (b) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products. The terms "component," "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American Act--Supplies."

(b) Foreign End Products:

Line Item No.:-----

Country of Origin:-----

(List as necessary)

(c) The Government will evaluate offers in accordance with the policies and procedures of Part 25 of the Federal Acquisition Regulation.

(End of provision)

(End of Summary of Changes)